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TANISHA BOGANS

9 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**

12 TANISHA BOGANS

13 Plaintiff,

14 v.

15 CALIFORNIA DEPARTMENT OF
16 CANNABIS CONTROL; and DOES 1
17 through 25, inclusive

18 Defendants.

Case No.: **24STCV23203**

COMPLAINT FOR DAMAGES:

1. Whistleblower Retaliation in Violation of Cal. Lab. Code § 1102.5;
2. Violations of the California False Claims; Act's Anti-Retaliation Provisions Gov. Code § 12653;
3. Unfair Business Practices in Violation of Business and Professions Code §§ 17200 *et. seq.*;
4. Failure to Reimburse Business Expenses in Violations of Labor Code § 2802;
5. Intentional Infliction of Emotional Distress; and
6. Negligent Infliction of Emotional Distress;

DEMAND FOR JURY TRIAL

19 Plaintiff TANISHA BOGANS, upon information and belief, complains and alleges as
20 follows:
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22 **JURISDICTION AND VENUE**

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28 1. This Court has jurisdiction because at all relevant times herein, Defendants do

1 business in this County, and the majority of the events constituting the conduct set forth below in this
2 Complaint occurred in the County of Los Angeles.

3 2. Venue is proper in this Court under California Code of Civil Procedure Section 395
4 because much of the wrongful conduct alleged herein occurred in this County and the records relevant
5 to Defendants’ businesses are maintained in this County.

6 **PARTIES AND GENERAL ALLEGATIONS**

7 3. Plaintiff TANISHA BOGANS (“Plaintiff”) is and was at all relevant times herein an
8 adult female residing in the state of California.

9 4. Plaintiff was a remote employee who was at all relevant times working remotely in
10 Hollywood, California.

11 5. Plaintiff is informed, believes and on that basis alleges that at all times relevant
12 herein, Defendant, CALIFORNIA DEPARTMENT OF CANNABIS CONTROL (herein after
13 “Defendant” and/or “DCC”) was a California Government Entity. The DCC is a Department within
14 the Business, Consumer Services and Housing Agency (the “Agency”) of the State of California. At
15 all relevant times, the DCC was and is responsible for, among other things, licensing, regulating and
16 overseeing compliance of cannabis businesses with respect to the growing, manufacture and sales of
17 cannabis.

18 6. Each Defendant is an aider, abettor and civil conspirator jointly and severally liable
19 for the acts complained of herein. On information and belief, each individual Defendant herein was
20 acting both within the course and scope of employment.

21 7. All of the acts and failures to act alleged herein were duly performed by and
22 attributable to all Defendants, each acting as a successor, agent, alter ego, employee, indirect
23 employer, joint employer, integrated enterprise and/or under the direction and control of the others,
24 except as specifically alleged otherwise. Said acts and failures to act were within the scope of such
25 agency and/or employment, and each Defendant participated in, approved and/or ratified the unlawful
26 acts and omissions by the other Defendants complained of herein. Whenever and wherever reference
27 is made in this Complaint to any act by a Defendant or Defendants, such allegations and reference
28 shall also be deemed to mean the acts and failures to act of each Defendant acting

1 individually, jointly, and/or severally.

2 8. Plaintiff is unaware of the true identities of the Defendants, whether individual,
3 corporate, associate or otherwise, sued herein as DOES 1 to 25 inclusive. Therefore, Plaintiff sues
4 them by such fictitious names pursuant to California Code of Civil Procedure Section 474. Plaintiff
5 is informed and believes and thereon alleges that each of the fictitiously named Defendant was
6 responsible at least in part for the occurrences alleged herein and is therefore liable to Plaintiff for the
7 damages caused thereby. Plaintiff reserves the right and will seek leave to amend this Complaint
8 to substitute their true identities once these have been ascertained.

9 9. To the extent the conduct below was perpetrated by certain Defendants, the named
10 Defendant or Defendants confirmed and ratified the same.

11 10. Plaintiff is informed and believes and, on that basis alleges, that at all times herein
12 mentioned, each Defendant was the agent, principal and/or employee of each other Defendant in the
13 acts and conduct alleged herein and therefore incurred liability to Plaintiff for the acts alleged below.
14 Plaintiff is further informed and believes and, on that basis, alleges that at all times herein mentioned,
15 all the Defendants were acting within the course and scope of their employment and/or said agency.

16 **FACTUAL ALLEGATIONS**

17 11. On December 7, 2022, Plaintiff was hired by DCC as the Deputy Director of
18 Laboratory Services. Laboratory Services is responsible for regulatory oversight of California
19 licensed cannabis testing laboratories. This includes the review of license applications, conducting
20 routine inspections, investigating complaints, taking enforcement actions, and conducting
21 investigative sample analysis. The Laboratory Services Division also works closely with other
22 divisions in the review and evaluation of data and scientific literature to enhance the regulatory
23 framework and identify best practices for product testing and consumer safety.

24 12. Plaintiff's job duties included oversight of DCC's Laboratory Services Division,
25 developing and implementing policies and procedures, oversight of private cannabis testing
26 laboratories, and making strategic suggestions based on market and scientific developments.

27 13. Throughout Plaintiff's employment, she competently executed all tasks. Plaintiff
28 reported to the Chief Deputy Director, Rasha Salama ("SALAMA").

1 14. Throughout Plaintiff’s employment, Plaintiff was regularly required to travel to
2 various locations, including but not limited to San Diego, San Francisco, and Sacramento, in order to
3 perform her job duties. Despite these mandatory travel obligations, Defendant failed to reimburse
4 Plaintiff for the associated travel expenses, thereby causing Plaintiff to incur significant out-of-pocket
5 costs.

6 15. On June 16, 2023, Nicole Elliott (“ELLIOTT”) received an email from a private
7 laboratory, U.S. Cannabis Laboratories, Inc. expressing concerns about pressure from cannabis
8 growers to falsify test results. The chief issue that this laboratory was raising was that of its
9 competitors, responsible for testing the potency and safety of the products reaching the California
10 consumer. This laboratory had independently retested products available on the shelf and discovered
11 that potency inflation beyond the acceptable margin of error set by the DCC was widespread. Plaintiff
12 was not made aware of this email until months later.

13 16. On July 14, 2023, Plaintiff received a complaint from another private laboratory,
14 Infinite Chemicals Analysis Labs, again citing potency inflation. Plaintiff raised the issue over the
15 next week citing that the DCC’s failure to properly regulate testing is causing laboratories to cheat in
16 order to get more business from the growers who desire higher potency to be labeled on their
17 packaged products.

18 17. On October 16, 2023, Plaintiff received a document from a cannabis industry
19 advocacy group, California Cannabis Industry Association, highlighting significant concerns
20 regarding market pressure from growers to compel laboratories to inflate product potency. The group
21 emphasized that this situation undermines consumer trust and the legal integrity of the California
22 cannabis industry. The group also proposed solutions to the DCC from outside the organization.

23 18. On October 19, 2023, Plaintiff received an email from another private laboratory,
24 Pacific Star Labs, detailing the pressures from growers to inflate potency and the practice of growers
25 shopping around for desired test results. This pressure had driven ethical laboratories out of the
26 market. The CEO of this laboratory offered to meet and discuss solutions during his voluntary, yet
27 economically forced, suspension of operations. Plaintiff forwarded this email to ELLIOTT and
28 SALAMA, sharing the laboratory’s concerns. In her efforts to collaborate between divisions within

1 the DCC to address this issue, Plaintiff faced hostility and accusations from ELLIOTT, the Director
2 of DCC, which tarnished her reputation.

3 19. On October 30, 2023, ELLIOTT received a letter from Anresco, another private
4 laboratory, reporting the same issue of potency inflation, which had marginalized ethical laboratories
5 in the state, creating an existential crisis for them. The letter also reported finding a Category 1
6 pesticide in a product purchased from the shelf. Once again, possible regulatory enforcement
7 solutions were offered by this entity to DCC.

8 20. In November 2023, Plaintiff had a performance evaluation and was told that she was
9 exceeding expectations.

10 21. In November 2023, after receiving reports of Category 1 pesticides and several
11 anonymous tips regarding fentanyl in products, Plaintiff reported these issues to ELLIOTT and
12 SALAMA. When weeks passed without any action, Plaintiff contacted law enforcement, who
13 referred her to the Department of Justice. The Department of Justice offered to provide free testing.
14 Upon informing SALAMA about her conversation with the Department of Justice and their offer,
15 Plaintiff was severely reprimanded and excluded from any further communications regarding
16 fentanyl.

17 22. Throughout late November and December 2023, Plaintiff began being excluded from
18 key meetings in which she should have otherwise participated. Plaintiff believes the intentional
19 exclusion was due to the DCC's resistance to the public's efforts to address the regulatory issues
20 rampant throughout the California cannabis market.

21 23. On December 8, 2023, Plaintiff learned from a private whistleblower that Gold
22 Mountain Distribution, a cannabis distributor in the state, was manufacturing and cultivating cannabis
23 products without a license. The situation was particularly serious because the principal of this
24 distributor was an elected official. This unlicensed operator also served as an intermediary between
25 growers and testers, promoting favoritism and corruption. After receiving this information, Plaintiff
26 attempted once more to address the issue within the DCC by fostering collaboration between
27 divisions.

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1 24. On December 12, 2023, the Laboratory Division of the DCC raised concerns about
2 Category 1 pesticides found in products available on the shelf. Plaintiff promptly escalated the matter
3 and inquired about pursuing criminal charges against the responsible entities. Despite continuous
4 efforts over the following weeks, Plaintiff received no response from ELLIOTT and SALAMA.

5 25. On December 19, 2023, Plaintiff acknowledged that issue with Gold Mountain
6 Distribution should be escalated to the Department of Justice or the Federal Bureau of Investigation.

7 26. On January 11, 2024, after hearing no response about the pesticide issue for over two
8 weeks, Plaintiff raised the matter again, requesting contact information to refer the issue to the
9 Environmental Protection Agency, Department of Justice, Department of Fish and Wildlife, and
10 CalEPA.

11 27. The very next day, on January 12, 2024, Plaintiff was informed by ELLIOTT that
12 she was terminated.

13 28. On February 7, 2024, Plaintiff's termination became final.

14 **FIRST CAUSE OF ACTION**
15 **WHISTLEBLOWER RETALIATION FOR**
16 **(California Labor Code § 1102.5)**

17 **Against All Defendants Inclusive of DOES 1 to 25**

18 29. Plaintiff re-alleges and incorporates by reference the allegations in the preceding
19 paragraphs, as though fully set forth herein.

20 30. At all relevant times, Labor Code section 1102.5 was in effect and was binding on
21 Defendants. Cal. Labor Code § 1102.5 prohibits employers from discharging, constructively
22 discharging, retaliating or in any manner discriminating against any employee for making any
23 complaint regarding a violation of state or federal statute, or a violation of or noncompliance with a
24 local, state, or federal regulation to a governmental agency, or their employer.

25 31. Defendants, and each of them, retaliated against Plaintiff after Plaintiff made oral and
26 email complaints to ELLIOTT and SALAMA regarding illegal practices by the private entities DCC
27 was charged with regulating.

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1 32. Plaintiff is informed and believes, and thereon alleges that because of her making
2 complaints regarding various state and federal violations, Defendants, Plaintiff was ultimately
3 discriminated against by Defendants.

4 33. As a result of Defendants' retaliation against her, Plaintiff has suffered damages, in the
5 form of lost wages and other employment benefits, and severe emotional distress, the exact amount
6 of which will be proven at trial.

7 34. As a direct cause of the acts alleged above, Plaintiff has had to hire the services of an
8 attorney. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees and is entitled
9 to an award of attorneys' fees and costs pursuant to Labor Code §1102.5(j).

10 **SECOND CAUSE OF ACTION**

11 **VIOLATIONS OF THE CALIFORNIA FALSE CLAIMS ACT'S ANTI-RETALIATION**
12 **PROVISIONS**

13 **(Cal. Gov't Code § 12563)**

14 **Against All Defendants Inclusive of DOES 1 to 25**

15 35. Plaintiff re-alleges and incorporates by reference the allegations in the preceding
16 paragraphs as though fully set forth herein.

17 36. Gov. Code § 12653 prohibits employers from retaliating against employees for
18 engaging in lawful acts done in furtherance of an action under the California False Claims Act,
19 including investigating, initiating, testifying, or assisting in such an action.

20 37. Plaintiff engaged in protected activities by investigating and reporting non-compliance
21 and false claims related to cannabis laboratory testing.

22 38. Defendants retaliated against Plaintiff for her protected activities by terminating her
23 employment.

24 39. As a direct and proximate result of Defendants' retaliation, Plaintiff has suffered and
25 continues to suffer lost wages, emotional distress, and other damages, in an amount to be proven at
26 trial.

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THIRD CAUSE OF ACTION

UNFAIR BUSINESS PRACTICES

(California Business & Professions Code §§ 17200 et. seq.)

Against All Defendants Inclusive of DOES 1 to 25

40. Plaintiff re-alleges and incorporates by reference the allegations in the preceding paragraphs, as though fully set forth herein.

41. Each Defendant is a “person” as defined under California Business & Professions Code § 17021.

42. Business & Professions Code Section 17200 defines unfair competition as, *inter alia*, an unlawful business act or practice or an unfair business act or practice.

43. Defendants have violated and continue to violate Business and Professions Code Section 17200 by engaging in acts of unfair competition including intentionally ignoring complaints from third-party laboratories. DCC’s inaction is an imprimatur for unethical and illegal business practices within the industry at large. This tacit approval grants an unfair advantage to entities that disregard regulatory compliance and federal law, thereby undermining the integrity of the industry and posing significant risks to public health.

44. In addition, Defendants’ actions violated Lab. Code §§ 1102.5 for whistleblowing and retaliation, which constitutes unfair and unlawful business practices within the meaning of California Bus. & Prof. Code §17200, *et seq.*.

45. A violation of California Business & Professions Code sections 17200 et seq. may be predicated on the violation of any state or federal law. Defendants’ activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code sections 17200 et seq.

46. As a direct and proximate result of the unlawful and unfair conduct of Defendant, Plaintiff has suffered, and will continue to suffer, the loss of compensation owed to her in a sum to be established at trial.

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1 47. Unless restrained Defendants will continue to commit the unfair and unlawful business
2 practices alleged above. Plaintiff, therefore, seeks a preliminary and permanent injunction pursuant
3 to Business and Professions Code §§ 17203 and 17204 to enjoin Defendants from committing such
4 practices in the future.

5 48. Defendant should be made to disgorge these ill-gotten gains and restore to Plaintiff
6 the wrongfully withheld wages to which she is entitled, as well as interest on these wages and all
7 other injunctive and preventive relief authorized by California Business and Professions Code §§
8 17202 and 17203.

9 49. Plaintiff has suffered an actual pecuniary injury as a result of Defendants’ unfair and
10 illegal business practices in that he lost the income, benefits, and perquisites that resulted from her
11 employment.

12 50. Pursuant to California Code of Civil Procedure § 1021.5, Plaintiff seeks reasonable
13 attorneys’ fees and costs of suit.

14 51. Plaintiff seeks restitution for Defendants’ unfair and illegal business practices.

15 **FOURTH CAUSE OF ACTION**

16 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

17 **(Violation of Labor Code Section 2802)**

18 **Against All Defendants Inclusive of DOES 1 to 25**

19 52. Plaintiff alleges and incorporates by reference the allegations in the preceding
20 paragraphs as though fully set forth herein.

21 53. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
22 states that “an employer shall indemnify his or her employees for all necessary expenditures or losses
23 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or
24 obedience to the directions of the employer.”

25 54. While discharging her duties for Defendants, Plaintiff incurred work-related expenses.
26 Plaintiff was required to work travel to San Diego, San Francisco and Sacramento. Defendants failed
27 to reimburse Plaintiff for her travel expenses.

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1 55. By requiring Plaintiff to pay expenses that she incurred in direct consequence of the
2 discharge of her duties for Defendants and/or in obedience of Defendants’ direction or expectations,
3 Defendants have violated and continue to violate Labor Code § 2802.

4 56. Because Plaintiff’s expenses were not paid to her at the time of her termination as
5 required by Labor Code § 201, Plaintiff is entitled to up to thirty (30) days of waiting time penalties
6 under Labor Code § 203.

7 57. Plaintiff is entitled to attorneys’ fees and costs of suit pursuant to Labor Code §
8 2802(c) for bringing this action.

9 58. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of
10 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus, Plaintiff
11 is entitled to interest, which shall accrue from the date on which they incurred the initial necessary
12 expenditure.

13 59. As a direct and proximate result of the bad faith actions of Defendants, Plaintiff has
14 suffered damages due to these violations of California law and seeks all damages allowed by law,
15 according to proof. Plaintiff seeks all interest, fees, attorneys’ fees, and civil penalties to which he is
16 entitled at law, including but not limited to Labor Code Sections 218.5 and 218.6.

17 **FIFTH CAUSE OF ACTION**

18 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

19 **(California Common Law)**

20 **Against All Defendants Inclusive of DOES 1 to 25**

21 60. Plaintiff alleges and incorporates by reference the allegations in the preceding
22 paragraphs as though fully set forth herein.

23 61. Defendants’ conduct towards Plaintiff, as described herein, was outrageous and
24 extreme.

25 62. Defendant’s conduct was outrageous because it goes beyond all possible bounds of
26 decency. Defendants’ conduct was outrageous because a reasonable person would regard the conduct
27 as intolerable in a civilized community.

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1 63. Defendants intended to cause Plaintiff's emotional distress or acted with reckless
2 disregard of the probability that Plaintiff would suffer emotional distress, knowing that Plaintiff was
3 present when the conduct occurred.

4 64. Defendants knew that emotional distress would probably result from Defendants'
5 conduct or Defendants gave little or no thought to the probable effects of their conduct.

6 65. Defendant ultimately terminated Plaintiff for her constant complaints about state and
7 federal violations of law and hostile work environment instead of taking any action against the true
8 wrongdoers.

9 66. As a further direct, foreseeable, and proximate result of said wrongful acts and failures
10 to act by Defendants, Plaintiff has suffered and will continue to suffer humiliation, shame, despair,
11 embarrassment, depression, and mental pain and anguish, all to Plaintiff's damages in an amount to
12 be proven at time of trial.

13 67. Defendants' conduct was a substantial factor in causing Plaintiff's severe emotional
14 distress.

15 68. The acts and/or omissions of Defendants, and each of them, caused Plaintiff to suffer
16 harm and economic damages, in an amount to be proven at time of trial.

17 **SIXTH CAUSE OF ACTION**

18 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

19 **(California Common Law)**

20 **Against All Defendants Inclusive of DOES 1 to 25**

21 69. Plaintiff alleges and incorporates by reference the allegations in the preceding
22 paragraphs as though fully set forth herein.

23 70. Defendants' mistreatment of Plaintiff, allowing her to suffer harassment and work in
24 a hostile environment, and wrongful termination amounts to unreasonable conduct and was the direct
25 and legal result of Plaintiff suffering emotional distress. Since Plaintiff's complaints about
26 harassment clearly put Defendants on notice, their actions to negligently address it are obvious.
27 Ultimately, she was terminated for reasons other than those stated.

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1 71. Defendants and each of their conduct stated hereinbefore was outrageous, intentional,
2 and malicious and done for the purposes of causing or with reckless disregard of the probability of
3 causing Plaintiff to suffer humiliation, mental anguish, and emotional and physical distress.
4 Defendant DCC and each of them failed to take proper measures to fulfill their legal obligations by
5 creating a safe work environment, and a work environment free from harassment.

6 72. Conduct that might not otherwise immediately appear outrageous may become so if
7 done by a person who (1) has actual or apparent power or authority over another, or power to affect
8 the other's interests, (2) should know that the other is peculiarly susceptible to emotional distress
9 because of a physical or mental condition or other circumstances, or (3) recognizes that his or her
10 acts are likely to result in illness through mental distress. See 46 C3d at 1122; CACI 1602. See also
11 *Angie M. v. Superior Court*, 37 Cal.App.4th 1217, 44 Cal.Rptr.2d 197 (1995) "special relationship"
12 and "special susceptibility" are factors, but not requirements, in determining outrageousness.

13 73. Here, Defendants and its agents had reason to know that allowing Plaintiff to continue
14 working in a hostile environment would severely affect her health and cause immense amounts of
15 stress. Defendants were on notice that Plaintiff experienced mental anguish from the harassment she
16 endured. This reckless disregard for someone's livelihood and health reasonably added stress to
17 Plaintiff's condition.

18 **PRAYER FOR RELIEF**

19 **WHEREFORE**, Plaintiff prays for judgment as follows:

- 20 1. For all actual, consequential, and incidental financial losses, including but not limited
21 to, loss of earnings and employment benefits, together with prejudgment interest,
22 according to proof;
- 23 2. For compensatory, general, and special damages, including back pay and front pay,
24 in an amount according to proof;
- 25 3. For an order awarding Plaintiff restitution;
- 26 4. For statutory penalties, including civil penalties;
- 27 5. For statutory attorneys' fees;
- 28 6. For prejudgment and post-judgment interest according to any applicable provision of

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law, according to proof;

7. For costs of suit; and

8. For such other and further relief as the Court may deem just and proper.

9.

Dated: September 9, 2024

ELDESSOUKY LAW, APC

By: 

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Maria E. Garcia
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TANISHA BOGANS